

DOCUMENT NO. 5340  
ADOPTED 9/13/90

## LICENSE AGREEMENT

BY AND BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

HORIZONS FOR YOUTH

This License Agreement (hereinafter referred to as "License") is made on the 23rd day of September, 1990 between the Boston Redevelopment Authority (hereinafter referred to as "Licensor"), a public body politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address at One City Hall Square, Boston, Massachusetts, 02201, and Horizons for Youth (hereinafter referred to as "Licensee"), a non-profit organization created pursuant to Chapter 180 of the Massachusetts General Laws, as amended, with a mailing address at 121 Lakeview Street, Sharon, Massachusetts 02067.

WHEREAS, the Boston Redevelopment Authority, each year, sponsors an outdoor activity day known as the Annual Harborpark Day; and

WHEREAS, and the Sixth Annual Harborpark Day is to be held at the Charlestown Navy Yard on September 23, 1990; and

WHEREAS, Horizons for Youth, each year, sponsors an outdoor activity day known as the Chowdafest and has requested that the Eighth Annual Chowdafest be held at the Charlestown Navy Yard in conjunction with the Sixth Annual Harborpark Day on September 23, 1990; and

WHEREAS, on \_\_\_\_\_, the Boston Redevelopment Authority approved the granting of a temporary license to Horizons for Youth for the purposes of sponsoring the Eighth Annual Chowdafest on the date of the Sixth Annual Harborpark Day.

NOW, THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. The License Area shall be limited to the area around Drydock #2, at the Charlestown Navy Yard, as defined in the map attached hereto and incorporated as Exhibit A.

2. The License shall be used exclusively for the Licensee's Eighth Annual Chowdafest, an event where for a nominal fee, there is unlimited chowder tasting, continuous entertainment and refreshments.



3. The Licensee acknowledges that this is a temporary License and its occupancy of the License Area is for a limited use, as defined in paragraph 2 herein, and for a one day period. No obligations, direct or indirect, shall be construed beyond this temporary license.

4. The term of this License is for a one-day period and shall be effective September 23, 1990 which is the scheduled date of the Sixth Annual Harborpark Day.

5. The Licensee shall pay all charges for fees, taxes, permits and insurance in conjunction with its use of the License Area.

6. Failure to pay the License Fee and failure to comply with the License conditions shall terminate this License forthwith. In the event of said failure, the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

7. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected or put by reason of injury, including death, to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guest, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

8. The Licensee shall carry for the term of the License person injury and comprehensive public liability insurance in the name of the Licensee, with the Licensor named as an additional insured to protect the Licensee and the Licensor from any liability which might be incurred against them as a result of any operations of the Licensee, its agents, servants, employees, visitors, guest, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. Such insurance shall provide for a limit of One Million Dollars (\$1,000,000) for all damages arising from bodily injury or death; and One Million Dollars (\$1,000,000) for all damages arising out of any injury to or destruction of property; and a total or aggregate limit of Five Million Dollars (\$5,000,000) for all damages arising out of injury to or destruction of property during the policy period.

9. The Licensee shall furnish all certificates of insurance to the Licensor as a condition of the granting of this License. Such certificates of insurance shall provide evidence of satisfaction of the terms and conditions set forth in paragraph 8 of this License.



10. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License, by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishing, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the Licensee term.

11. The Licensee shall ensure that no accumulation of litter, trash, debris or other disposable materials will remain on the premises upon the expiration of the License. The Licensee shall leave the License Area in a clean condition.

12. The Licensee shall neither make any change in nor erect nor place any building, structure, or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing.

13. The Licensee shall have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

14. This License may not be assigned, transferred, mortgaged, or encumbered in any way without the specific written permission of the Licensor.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals below as of the date first written above.

LICENSOR: BOSTON REDEVELOPMENT AUTHORITY

BY: \_\_\_\_\_

Stephen Coyle  
Director

LICENSEE:

BY: \_\_\_\_\_

Clive W. Beasley  
Executive Director

Approved as to form:

\_\_\_\_\_  
Robert F. McNeill  
Chief General Counsel



**CORD CERTIFICATE OF INSURANCE**ISSUE DATE (MM/DD/YY)  
9/07/90

## PRODUCER

Alexander & Alexander, Inc.  
One Constitution Plaza  
Boston, MA 02129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Insurance Co. of North AmericaCOMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

## INSURED

Horizons For Youth  
121 Lakeview Street  
Sharon, MA 02067

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE                                                                   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS          |                    |
|--------|-------------------------------------------------------------------------------------|----------------|----------------------------------|-----------------------------------|----------------------------------|--------------------|
| A      | GENERAL LIABILITY                                                                   | SVP D 24047064 | 7/1/90                           | 7/1/91                            | GENERAL AGGREGATE                | \$ 1,000           |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                    |                |                                  |                                   | PRODUCTS-COMMERCIAL AGGREGATE    | \$                 |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE |                |                                  |                                   | PERSONAL & ADVERTISING INJURY    | \$ 1,000           |
|        | OWNERS & CONTRACTORS PROTECTIVE                                                     |                |                                  |                                   | EACH OCCURRENCE                  | \$ 1,000           |
|        |                                                                                     |                |                                  |                                   | FIRE DAMAGE (ANY ONE FIRE)       | \$ 50              |
|        |                                                                                     |                |                                  |                                   | MEDICAL EXPENSE (ANY ONE PERSON) | \$ 5               |
|        | OMOBILE LIABILITY                                                                   |                |                                  |                                   | ALL                              | \$                 |
|        | ANY AUTO                                                                            |                |                                  |                                   | SOLE DRIVER PER PERSON           | \$                 |
|        | ALL OWNED AUTOS                                                                     |                |                                  |                                   | NON-OWNED AUTOS                  | \$                 |
|        | SCHEDULED AUTOS                                                                     |                |                                  |                                   | PROPERTY DAMAGE                  | \$                 |
|        | HIREN AUTOS                                                                         |                |                                  |                                   |                                  |                    |
| A      | EXCESS LIABILITY                                                                    | XOOG14191859   | 7/1/90                           | 7/1/91                            | EACH OCCURRENCE                  | \$ 5,000           |
|        | <input checked="" type="checkbox"/> Umbrella                                        |                |                                  |                                   | AGGREGATE                        | \$ 5,000           |
|        | OTHER THAN UMBRELLA POLICY                                                          |                |                                  |                                   |                                  |                    |
|        | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY                                      |                |                                  |                                   | STATUTORY                        |                    |
|        |                                                                                     |                |                                  |                                   | \$                               | EACH ACCIDENT      |
|        |                                                                                     |                |                                  |                                   | \$                               | DISABILITY BENEFIT |
|        | OTHER                                                                               |                |                                  |                                   | \$                               | DISABILITY BENEFIT |

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS, SPECIAL ITEMS

September 23, 1990 CHOWDAFEST  
Charlestown Navy Yard, Pier 4, Charlestown, MA

## CERTIFICATE HOLDER

Boston Redevelopment Authority  
Attn: Roz Smith  
Charlestown, MA 02129

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON THE ISSUING COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE*[Signature]*



## MEMORANDUM

SEPTEMBER 13, 1990

**TO:** BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

**FROM:** PAUL BARRETT, ASSISTANT DIRECTOR  
HARBOR PLANNING AND DEVELOPMENT

**SUBJECT:** INFORMATIONAL MEMORANDUM  
SIXTH ANNUAL HARBORPARK DAY

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**SUMMARY:** INFORMATIONAL MEMORANDUM OUTLINING EVENTS AND  
ACTIVITIES FOR THE SIXTH ANNUAL HARBORPARK DAY TO  
BE HELD ON SEPTEMBER 23, 1990 FROM 12:00 NOON TO  
6:00 P.M.

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The Sixth Annual Harborpark Day is scheduled for September 23, 1990 from 12:00 to 6:00 p.m. at the Charlestown Navy Yard.

This year's event is supported by several local, state, federal, and private organizations working together to celebrate the revitalization of Boston's waterfront. The public will be offered free water shuttle service between Long Wharf and the Charlestown Navy Yard throughout the day. At the Navy Yard, a United States Navy Ship will be docked at Pier 4 and open for public visits. A Sailfest offering free sails around the harbor will be sponsored by Parks and Recreation's Courageous Sailing Center alongside Pier 4. Fireboat shows are planned to occur throughout the day.

Horizons for Youth will hold its Eighth Annual Chowdifest at Drydock #2 from 12:00 noon to 6:00 p.m. The area will be covered by tent, with an admission gate. For the price of admission (\$6.00 for adults, \$3.00 for children and senior citizens) there will be unlimited chowder tasting. In addition, Chowdifest will provide continuous live musical entertainment featuring local artists throughout the day.

Shipyard Park will be the site of numerous free activities for the entire family. Free children's events will be sponsored by The Raymond Group. Vendors and artists will be selling a variety of refreshments, crafts and other products in and around the Park. Information tables staffed by organizations involved with Boston Harbor will be aligned along Drydock #2 and Pier 4.

The National Park Service will be sponsoring activities in conjunction with Harborpark Day in the National Historic Park area of the Navy Yard. The Park Service intends to offer an 18th century military encampment with the 47th Regiment of Foot, historic gun drills and demonstrations by the 1797 Marine Detachment and a brass band concert among other activities. As always, the USS Constitution will be open for visits.

It is anticipated that additional events will be scheduled prior to the event on September 23rd.



**MEMORANDUM****SEPTEMBER 13, 1990**

**TO:** BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

**FROM:** PAUL BARRETT, ASSISTANT DIRECTOR  
HARBOR PLANNING AND DEVELOPMENT

**SUBJECT:** CHARLESTOWN NAVY YARD: DRY DOCK #2 LICENSE FOR  
HORIZONS FOR YOUTH CHOWDAFEST IN CONJUNCTION WITH  
THE SIXTH ANNUAL HARBORPARK DAY.

**EXECUTIVE  
SUMMARY:**

MEMORANDUM REQUESTING AUTHORIZATION TO EXECUTE A ONE-DAY LICENSE AGREEMENT WITH HORIZONS FOR YOUTH, ALLOWING THE ORGANIZATION THE USE OF THE AREA AROUND DRY DOCK #2, AT THE CHARLESTOWN NAVY YARD FOR THE EIGHTH ANNUAL CHOWDAFEST IN CONJUNCTION WITH THE SIXTH ANNUAL HARBORPARK DAY.

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The Sixth Annual Harborpark Day scheduled for Sunday, September 23, 1990 will be held at the Charlestown Navy Yard. Horizons for Youth, a non-profit organization which provides outdoor and camping programs to disadvantaged youths, has approached the Authority to once again hold its Chowdafest in conjunction with Harborpark Day 1990.

The Chowdafest requires a secured area where, for an entry fee of \$6.00 (adults) and \$3.00 (senior citizens and children), fifteen to twenty restaurants provide unlimited chowder tasting, continuous entertainment and refreshments.

Horizons for Youth has managed this event successfully for seven years including last year in the Navy Yard during Harborpark Day 1989, with assistance from the State organization for Knights of Columbus. Police details will be provided as required by the City of Boston's Licensing Board. The liability insurance which Horizons for Youth carries exceeds the Authority's minimum requirements.

The Boston Herald, Phoenix Newspaper, Radio Station WFNX and WRKO will donate advertising for the Chowdafest event and the radio stations will broadcast live during the day at the Navy Yard. Horizons for Youth has agreed to promote Chowdafest as "Harborpark Day 1990 featuring the Horizons for Youth Chowdafest" in all promotional materials, advertisements and announcements, etc.

Chowdafest attracted over 10,000 participants last year.

An appropriate vote follows:

**VOTED:** That the Director be and hereby is authorized to execute a one-day license agreement with Horizons for Youth, allowing them the use of Dry Dock #2 at the Charlestown Navy Yard to hold its Eighth Annual Chowdapest, on September 23, 1990. Said agreement is to be in the Authority's usual form, with the Authority named as additional insured on a Certificate of Insurance and providing that the City of Boston Licensing Board issues all necessary licenses and/or permits prior to September 22, 1990.



EIGHTH

STREET

BLDG. NO. 36

SHIPYARD

PARK

BLDG. NO. 197

BLDG. 123

DRY DOCK NO 2

BAXTER

ROAD





